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15 **UNITED STATES DISTRICT COURT**
16 **CENTRAL DISTRICT OF CALIFORNIA**

17 PANINI AMERICA, INC., a Delaware
18 corporation,

19 Plaintiff,

20 v.

21 THE ART OF THE GAME, a
22 California corporation,

23 Defendant.

CASE NO.: 11-cv-03971 RGK (AGRx)

EX PARTE: STIPULATION RE:
PRELIMINARY INJUNCTION

Courtroom: 850

Judge: Hon. R. Gary Klausner

Complaint Filed: May 9, 2011

Trial Date: None set

24 Attached as Exhibit A is a Stipulated Preliminary Injunction signed by Brian
25 Bayne for Plaintiff and Harlan Werner for Defendant. This Stipulation resolves the
26 ex parte application for a preliminary injunction filed by Plaintiff on May 13, 2011
27 (Dkt. 5). An order relating to this stipulation will be submitted separately to the
28 Court by the email system as provided in the ECF rules.

WRIGHT & L'ESTRANGE
Attorneys for Plaintiff
Panini America, Inc.

Dated: May 17, 2011

By: /s/ Alexander T Gruft
Alexander T Gruft
Attorney for Plaintiff Panini
America, Inc.

EXHIBIT A

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

PANINI AMERICA, INC., a Delaware
corporation,

Plaintiff,

v.

THE ART OF THE GAME, a
California corporation,

Defendant.

CASE NO.: 11-cv-03971 RGK (AGRx)

JOINT STIPULATION AND
[PROPOSED] ORDER RE: SALE AND
MARKETING OF KOBE BRYANT
MERCHANDISE

Complaint Filed: May 9, 2011
Trial Date: Note set

STIPULATION

1. WHEREAS PLAINTIFF PANINI AMERICA, INC. ("Panini" and/or
"Plaintiff") filed suit in the underlying action against DEFENDANT THE ART OF
THE GAME ("Art of the Game" and/or "Defendant") on or around May 9, 2011, for
causes of action for trademark infringement, false designation of origin, false
advertising, unfair competition, misappropriation of rights of publicity, intentional
interference with prospective economic advantage and intentional interference with

CASE NO.: 11-cv-03971 RGK (AGRx)

1 contractual relations relating to Defendant's alleged marketing and selling of Kobe
2 Bryant sports memorabilia in violation of Panini's claimed exclusive contractual
3 rights to sell, market, and promote sports memorabilia with Kobe Bryant's name,
4 signature, image, and likeness.

5 2. WHEREAS Defendant Art of the Game is presently engaged in the sale
6 and marketing of Kobe Bryant merchandise and sports memorabilia on the internet
7 and at its retail locations in the Los Angeles area, which activities have been placed at
8 issue by Plaintiff in this suit.

9 3. WHEREAS Plaintiff and Defendant agree that this Stipulation does not
10 and shall not serve as any admission of liability, fault, or wrongdoing on Defendant's
11 part in this lawsuit or in any fashion whatsoever, nor shall it be construed as an
12 admission regarding the relative merits of Plaintiff's claims alleged against Defendant
13 in this lawsuit or in any fashion whatsoever, nor shall it be construed as an admission
14 of fact or law in this lawsuit or in any fashion whatsoever.

15 **THE PARTIES HEREBY STIPULATE AND AGREE AS FOLLOWS:**

16 1. Defendant Art of the Game, including its representatives, servants and
17 agents, employees, officers, directors, partners, attorneys, subsidiaries, and all
18 persons under its control, or acting in active concert or participation with them ARE
19 HEREBY RESTRAINED AND ENJOINED from:

- 20 (1) Creating, marketing, advertising, distributing, selling, offering for sale,
21 destroying or otherwise exploiting for a commercial purpose any
22 counterfeit sports collectible, memorabilia or game-used equipment
23 featuring the name, nicknames, voice, likeness, photograph, picture,
24 biography, statistics, image, caricature, game-used equipment, and/or
25 signature of Kobe Bryant;
- 26 (2) Contacting, communicating or advertising to any person or entity for the
27 purpose of creating, marketing, distributing, selling, offering for sale,
28 disseminating, shipping, destroying or otherwise exploiting for a

1 commercial purpose any counterfeit sports collectibles or memorabilia
2 featuring the name, nicknames, voice, likeness, photograph, picture,
3 biography, statistics, image, caricature, game-used equipment, and/or
4 signature of Kobe Bryant;

5 (3) Using Kobe Bryant's name or likeness in any advertising or exhibition;

6 (4) Advertising, distributing, marketing, promoting, selling, or offering for
7 sale, sports collectibles and memorabilia with Kobe Bryant's autograph
8 except in compliance with the requirements of California Civil Code
9 section 1739.7; and

10 (5) Destroying, removing, overwriting, transferring possession of, deleting,
11 selling, hiding, secreting, or otherwise disposing of any evidence related
12 to Kobe Bryant, or the claims and facts involved in this action.

13 2. This agreed temporary injunction is effective immediately, and shall remain
14 in full force and effect until the final trial of this matter, or until further order of the
15 Court.

16 SO STIPULATED.

17
18 DATED: May 16, 2011

By:


Authorized Representative for
PANINI AMERICA, INC.

19
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21
22 DATED: May 16, 2011

By:


Harlan Werner for
THE ART OF THE GAME